

EXHIBIT 5

----- Original Message -----
From: "Jim Devine" [jdevine@nycterminal.com]
Sent: 06/08/2007 05:04 PM
To: Carlos Aguirre
Cc: Kevin Horvath
Subject: Stevedoring Services

Carlos,

Following up on my recent conversation and our meeting yesterday morning, please be advised of the following:

- NYCT is proceeding with the understanding that we do not have a current contract to service the Ocean Class Vessels that you have presented to us. Ecuadorian's decision to bring these vessels to the terminal without our permission has resulted in a material change to this terminal and as such your actions abrogated the contract which was established less than two years ago.
- In that this vessel is effectively a break bulk operation, we do not have the manpower to work it during the same time slot that you worked with the Island Class Vessels. The only timeslot that is available at this terminal to work these break bulk vessels is on a Tuesday/Wednesday proforma. If Ecuadorian can make the necessary arrangements to present these vessels to us on Tuesday/Wednesday we would be very pleased to work them at that time and will establish a contract to reflect the new operation.
- In the event that we do establish a Tuesday/Wednesday proforma for your vessel, the terminal will make its best effort to work the vessel that is off proforma consistent with the terminal's other work requirements.
- Once again, if Ecuadorian can bring the vessel in on Tuesday/Wednesday, the terminal agrees to work these vessels on this newly established proforma for a period of four months under the rates in the old abrogated contract. We will do this out of good faith in order to understand what the impact is in terms of manning, equipment requirements, productivity and efficiency variables. Once we have this experience we will come up with a new proposed rate and sit and negotiate a contract going forward. We will not seek to retroactively bill during the time we evaluated the new proforma.

Carlos, as I indicated yesterday, it is indeed unfortunate that after a long, mutually beneficial relationship, we have found ourselves in the present situation. We do understand that Ecuadorian had to take certain actions to protect your company faced with the changed environment you found in North Europe. I am sure you did not envision that these actions which you unilaterally took would have such a negative impact on our Company, but as I stated, they have had an extremely detrimental impact on us and now we must react to protect our Company's best interest. Having said this, I hope you are able to adjust your proforma and continue to be our customer. If however this is not possible, we will do everything possible to assist you as you seek other arrangements.

EXHIBIT 6

-----Original Message-----

From: khorvath@bonita.com [mailto:khorvath@bonita.com]
Sent: Monday, June 25, 2007 11:22 AM
To: Jim Devine
Cc: CAguirre@Bonita.com
Subject: NYCT

Dear Jim,

We reply to your email sent to Carlos Aguirre on Friday, June 8, at 504 pm.

Your refusal to honor our contract is unacceptable and your proposal that we release NYCT from its existing contractual obligations is rejected.

Your message makes a number of incorrect assertions. We address some of them below to set the record straight.

First, we cannot imagine where you get the idea that you do not have a contract for the Ocean class vessels, or for any other vessels we operate.

As you know, and as we have reminded you several times recently, the contract expressly obligates you to work these vessels. We operated these same Ocean class vessels at your terminal at the outset of the contract.

Second, you also incorrectly contend that we abrogated the contract.

You are wrong in stating that we did not obtain your permission to bring them to the terminal. You gave permission by agreeing to the contract, most recently in December 2006.

Nor are the Ocean class vessels effectively a breakbulk operation as you allege.

You contractually guaranteed us a berth and terminal services for Wednesday, Thursday and Friday of each week. Now you tell us you will disregard that guarantee. We do not agree to change the contractual dates.

We must hold you to your word and insist that you perform your obligations in accordance with our valid and binding contract.

Kevin Horvath
Ecuadorian Line

EXHIBIT 7

"Jim Devine" <jdevine@nycterminal.com> on 06/25/2007 11:30:32 AM

To: Kevin Horvath/MIA/Pacific@Pacific
cc: Carlos Aguirre/NYC/Pacific@Pacific, "Mark M. Jaffe"
<mjaffe@hillbetts.com>, "Frank Scollo" <fscollo@nycterminal.com>,
"John Atkins" <jatkins@nycterminal.com>
Subject: RE: NYCT

Kevin, it is unfortunate but we are in complete disagreement. Effective the first week of August we are only able to work your vessels on a Tue/Wed proforma. If you are unable or unwilling to comply with this, we will be unable enter into a contract to work them.

Would appreciate hearing from you if plan on leaving so that we can make the necessary arrangements. Jim